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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Application Number: 09/862,626
Filing Date: May 22, 2001
Appellant(s): REID ET AL.

MAILED

JAN 28 2008

GROUP 3600

Keith A. Ball, Reg. No. 30,023
ExxonMobil Chemical Company, Law Technology
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed June 11, 2007 appealing from the Office
action mailed April 20, 2006.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claims 1-76 are rejected under 35 U.S.C. 103(a) as being unpatentable over Albazz et al (US 2002/0042782).

Regarding claims 1-76-

Albazz discloses a system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract. The system for generating a contract comprises a Business Rules Book containing a set of rules from which specific rules may be selected for inclusion in the contract. A Terms and Conditions Set representing a unique set of instances of rules selected from the Business Rules Book is selected from a plurality of stored Terms and Conditions Sets. The seller and the buyer settle the provisions of the contract by agreeing to a mutually acceptable set of Terms and Conditions. The administering organization creates a Product List Filter specific to each seller or buyer, targeting products in which there is a mutual interest. The Business Rules Book, Terms and Conditions and Product List Filter are linked in a contract profile, to create a contract representing the agreement between the seller and the buyer, and the contract is locked. Subsequent contractual activities under the contract are executed through the contract, which automatically inserts values from the terms and conditions of the contract to ensure conformity with the terms of the contract and minimize manual administrative activities (e.g. abstract).

Although Albazz does not use the specific terms and steps of the instant application, it would be obvious to one of ordinary skill in the art to modify Albazz in order to obtain the instant application. For example, including the various types of contract, such as leases or technology licenses, or including the fields herein disclosed. Additionally, modifying Albazz to include a single contract database would be obvious as databases are old and well-known in the field, and such a modification would be motivated by the need for greater efficiency in the storage of necessary data for the generation of contracts.

Note also, that one example of an old and well-known database is found -- as cited in the final office action -- in response to the challenge to official notice, in Whitesage (US 7,016,859). Whitesage does disclose a contract management system that includes as one possible embodiment a single database as adaptation of a multiple database structure:

"The above databases may be provided on a single electronic storage medium or multiple electronic storage media, and linked/interlinked in communication with one or more processors 301. Although, the databases are shown as separate databases in the preferred embodiment, the databases may be created as a single database containing some, all or part of the information found in the other databases. In any event, a system or software embodying the invention will be able to create and/or access one or more of these databases." (col 11 ln 33-42).

Thus, not only is the single database structure known in the art on its own but also the single database as adaptation of multiple databases.

(10) Response to Argument

First Issue

Appellants argue, regarding claim 1, that "Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer".

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Second Issue

Appellants argue, regarding claim 1, that "the fields of the current invention "the unique and are specifically indicative of the use and functionality of the claimed invention . . . thus, a rejection of the claim . . . is inappropriate unless the functional descriptive materials would have been suggested by the prior art."

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Third issue

Appellants argue, regarding claim 1, that the "disclosure in Albazz does not teach or suggest any report generating capability".

Examiner respectfully disagrees and directs attention to Albazz, wherein the specification provides for "invoice layout or p-card statement level". (par 0070). Here, the invoice or statement is the equivalent of a report which is generated. A common example of a report is an invoice for a mortgage. Such an invoice will reference, e.g., the amount and date of the last payment, how much of that last payment went to pay interest and how much went to pay principal, how much is currently owed on principal after the last payment, and the amount and due date of the next payment. Such an invoice is clearly a report. Additionally, *KSR* forecloses the argument that a specific

teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Fourth Issue

Appellants argue, regarding claims 12-28, that "Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer".

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Fifth Issue

Appellants argue, regarding claims 12-28, that "the fields of the current invention "the unique and are specifically indicative of the use and functionality of the claimed invention . . . thus, a rejection of the claim . . . is inappropriate unless the functional descriptive materials would have been suggested by the prior art."

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Sixth Issue

Appellants argue, regarding claims 12-28, that the "disclosure in Albazz does not teach or suggest any report generating capability".

Examiner respectfully disagrees and directs attention to Albazz, wherein the specification provides for "invoice layout or p-card statement level". (par 0070). Here, the invoice or statement is the equivalent of a report which is generated. A common example of a report is an invoice for a mortgage. Such an invoice will reference, e.g., the amount and date of the last payment, how much of that last payment went to pay interest and how much went to pay principal, how much is currently owed on principal after the last payment, and the amount and due date of the next payment. Such an invoice is clearly a report. Additionally, *KSR* forecloses the argument that a specific

teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Seventh Issue

Appellants argue, regarding claims 12-16, that nothing in the cited reference discloses, teaches or suggest, "retrieving from said database a report of outstanding obligations".

Examiner respectfully disagrees and directs attention to Albazz, wherein the specification provides for "invoice layout or p-card statement level". (par 0070). Here, the invoice or statement is the equivalent of a report which is generated. A common example of a report is an invoice for a mortgage. Such an invoice will reference, e.g., the amount and date of the last payment, how much of that last payment went to pay interest and how much went to pay principal, how much is currently owed on principal after the last payment, and the amount and due date of the next payment. Such an invoice is clearly a report which, inter alia, will include outstanding obligations such as date and amount of next payment and amount currently owed on principal. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Eighth Issue

Appellants argue, regarding claim 12, that nothing in the cited reference discloses, suggests or teaches a contract "which may include any type of contract and any terms and conditions whatsoever."

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he Business Rules Book, Terms and Conditions and Product List Filters are flexible and extendible, offering selling and buying organizations considerable versatility, improving the efficiency of the contract negotiation process, and, unlike other automated contract generation systems, allowing contract revision and upgrading to be managed by an administrator rather than a computer programmer, and also allowing a business person, rather than a computer programmer, to drive business policy." (par 0019). Thus, allowing any type of contract with any type of terms to be generated according to the needs of a particular business. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Ninth Issue

Appellants argue, regarding claims 29-42, that "Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer".

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to

modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Further, Albazz, provides wherein "(t)he Business Rules Book, Terms and Conditions and Product List Filters are flexible and extendible, offering selling and buying organizations considerable versatility, improving the efficiency of the contract negotiation process, and, unlike other automated contract generation systems, allowing contract revision and upgrading to be managed by an administrator rather than a computer programmer, and also allowing a business person, rather than a computer programmer, to drive business policy." (par 0019). Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Tenth Issue

Appellants argue, regarding claims 29-42, that "the fields of the current invention "the unique and are specifically indicative of the use and functionality of the claimed invention . . . thus, a rejection of the claim . . . is inappropriate unless the functional descriptive materials would have been suggested by the prior art."

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to

modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Eleventh Issue

Appellants argue, regarding claims 29-42, that the "disclosure in Albazz does not teach or suggest any report generating capability".

Examiner respectfully disagrees and directs attention to Albazz, wherein the specification provides for "invoice layout or p-card statement level". (par 0070). Here, the invoice or statement is the equivalent of a report which is generated. A common example of a report is an invoice for a mortgage. Such an invoice will reference, e.g., the amount and date of the last payment, how much of that last payment went to pay interest and how much went to pay principal, how much is currently owed on principal after the last payment, and the amount and due date of the next payment. Such an invoice is clearly a report. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twelfth Issue

Appellants argue, regarding claims 29-33, that nothing in the cited reference discloses, teaches or suggest, "retrieving from said database a report of outstanding obligations".

Examiner respectfully disagrees and directs attention to Albazz, wherein the specification provides for "invoice layout or p-card statement level". (par 0070). Here, the invoice or statement is the equivalent of a report which is generated. A common example of a report is an invoice for a mortgage. Such an invoice will reference, e.g., the amount and date of the last payment, how much of that last payment went to pay interest and how much went to pay principal, how much is currently owed on principal after the last payment, and the amount and due date of the next payment. Such an invoice is clearly a report which, inter alia, will include outstanding obligations such as date and amount of next payment and amount currently owed on principal. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Thirteenth Issue

Appellants argue, regarding claim 29, that nothing in the cited reference discloses, suggests or teaches a contract "which may include any type of contract and any terms and conditions whatsoever."

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he Business Rules Book, Terms and Conditions and Product List Filters are flexible and extendible, offering selling and buying organizations considerable versatility, improving the efficiency of the contract negotiation process, and, unlike other automated contract generation systems, allowing contract revision and upgrading to be managed by an administrator rather than a computer programmer, and also allowing a business person, rather than a computer programmer, to drive business policy." (par 0019). Thus,

allowing any type of contract with any type of terms to be generated according to the needs of a particular business. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Fourteenth Issue

Appellants argue, regarding claims 43-53, that "Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer".

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Fifteenth Issue

Appellants argue, regarding claims 43-53, that "the fields of the current invention "the unique and are specifically indicative of the use and functionality of the claimed

invention . . . thus, a rejection of the claim . . . is inappropriate unless the functional descriptive materials would have been suggested by the prior art.”

Examiner respectfully disagrees and directs attention to Albazz, wherein “(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract.” (par 0043). Also, “the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle.” (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Sixteenth Issue

Appellants argue, regarding claims 43-53, that the “disclosure in Albazz does not teach or suggest any report generating capability”.

Examiner respectfully disagrees and directs attention to Albazz, wherein the specification provides for “invoice layout or p-card statement level”. (par 0070). Here, the invoice or statement is the equivalent of a report which is generated. A common example of a report is an invoice for a mortgage. Such an invoice will reference, e.g., the amount and date of the last payment, how much of that last payment went to pay interest and how much went to pay principal, how much is currently owed on principal

after the last payment, and the amount and due date of the next payment. Such an invoice is clearly a report. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Seventeenth Issue

Appellants argue, regarding claims 43-53, that nothing in the cited reference discloses, suggests or teaches a contract "which may include any type of contract and any terms and conditions whatsoever."

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he Business Rules Book, Terms and Conditions and Product List Filters are flexible and extendible, offering selling and buying organizations considerable versatility, improving the efficiency of the contract negotiation process, and, unlike other automated contract generation systems, allowing contract revision and upgrading to be managed by an administrator rather than a computer programmer, and also allowing a business person, rather than a computer programmer, to drive business policy." (par 0019). Thus, allowing any type of contract with any type of terms to be generated according to the needs of a particular business. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Eighteenth Issue

Appellants argue, regarding claims 54-61, that "Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer".

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Nineteenth Issue

Appellants argue, regarding claims 54-61, that nothing in the cited reference discloses, suggests or teaches a contract "which may include any type of contract and any terms and conditions whatsoever."

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he Business Rules Book, Terms and Conditions and Product List Filters are flexible and extendible, offering selling and buying organizations considerable versatility, improving

the efficiency of the contract negotiation process, and, unlike other automated contract generation systems, allowing contract revision and upgrading to be managed by an administrator rather than a computer programmer, and also allowing a business person, rather than a computer programmer, to drive business policy.” (par 0019). Thus, allowing any type of contract with any type of terms to be generated according to the needs of a particular business. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twentieth Issue

Appellants argue, regarding claims 54-61, that “the fields of the current invention “the unique and are specifically indicative of the use and functionality of the claimed invention . . . thus, a rejection of the claim . . . is inappropriate unless the functional descriptive materials would have been suggested by the prior art.”

Examiner respectfully disagrees and directs attention to Albazz, wherein “(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract.” (par 0043). Also, “the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle.” (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific

teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twenty-first Issue

Appellants argue, regarding claims 54-61, that the "disclosure in Albazz does not teach or suggest any report generating capability".

Examiner respectfully disagrees and directs attention to Albazz, wherein the specification provides for "invoice layout or p-card statement level". (par 0070). Here, the invoice or statement is the equivalent of a report which is generated. A common example of a report is an invoice for a mortgage. Such an invoice will reference, e.g., the amount and date of the last payment, how much of that last payment went to pay interest and how much went to pay principal, how much is currently owed on principal after the last payment, and the amount and due date of the next payment. Such an invoice is clearly a report. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twenty-Second Issue .

Appellants argue, regarding claims 54-61, that nothing in the cited reference teaches, suggest or discloses "wherein said invoice or payment letter is generated automatically using said stored data; and sending the invoice or payment letter".

Examiner respectfully disagrees and directs attention to Albazz, wherein, is disclosed or taught a "system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities

executed pursuant to the contract.” (abs) And, further, in Albazz, wherein the specification provides for “invoice layout or p-card statement level”. (par 0070). Here, the invoice or statement is the equivalent of a report which is generated. A common example of a report is an invoice for a mortgage. Such an invoice will reference, e.g., the amount and date of the last payment, how much of that last payment went to pay interest and how much went to pay principal, how much is currently owed on principal after the last payment, and the amount and due date of the next payment. Such an invoice is clearly a report. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twenty-third Issue

Appellants argue, regarding claims 54-61, that nothing in the cited reference discloses, suggests or teaches a contract “which may include any type of contract and any terms and conditions whatsoever.”

Examiner respectfully disagrees and directs attention to Albazz, wherein “(t)he Business Rules Book, Terms and Conditions and Product List Filters are flexible and extendible, offering selling and buying organizations considerable versatility, improving the efficiency of the contract negotiation process, and, unlike other automated contract generation systems, allowing contract revision and upgrading to be managed by an administrator rather than a computer programmer, and also allowing a business person, rather than a computer programmer, to drive business policy.” (par 0019). Thus, allowing any type of contract with any type of terms to be generated according to the

needs of a particular business. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twenty-Fourth Issue

Appellants argue, regarding claims 62-68, that "Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer".

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twenty-Fifth Issue

Appellants argue, regarding claims 62-68, that "the fields of the current invention "the unique and are specifically indicative of the use and functionality of the claimed

invention . . . thus, a rejection of the claim . . . is inappropriate unless the functional descriptive materials would have been suggested by the prior art.”

Examiner respectfully disagrees and directs attention to Albazz, wherein “(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract.” (par 0043). Also, “the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle.” (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twenty-Sixth Issue

Appellants argue, regarding claims 62-68, that nothing in the cited reference teaches, suggest or discloses “wherein said invoice or payment letter is generated automatically using said stored data; and sending the invoice or payment letter”.

Examiner respectfully disagrees and directs attention to Albazz, wherein, is disclosed or taught a “system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract.” (abs) And, further, in Albazz, wherein the specification provides for “invoice layout or p-card statement level”. (par 0070). Here,

the invoice or statement is the equivalent of a report which is generated. A common example of a report is an invoice for a mortgage. Such an invoice will reference, e.g., the amount and date of the last payment, how much of that last payment went to pay interest and how much went to pay principal, how much is currently owed on principal after the last payment, and the amount and due date of the next payment. Such an invoice is clearly a report. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twenty-Seventh Issue

Appellants argue, regarding claims 62-68, that nothing in the cited reference discloses, suggests or teaches a contract "which may include any type of contract and any terms and conditions whatsoever."

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he Business Rules Book, Terms and Conditions and Product List Filters are flexible and extendible, offering selling and buying organizations considerable versatility, improving the efficiency of the contract negotiation process, and, unlike other automated contract generation systems, allowing contract revision and upgrading to be managed by an administrator rather than a computer programmer, and also allowing a business person, rather than a computer programmer, to drive business policy." (par 0019). Thus, allowing any type of contract with any type of terms to be generated according to the needs of a particular business. Additionally, *KSR* forecloses the argument that a

specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twenty-Eighth Issue

Appellants argue, regarding claims 69-75, that “Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a “system for generating a contract between a seller and a buyer”.

Examiner respectfully disagrees and directs attention to Albazz, wherein “(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract.” (par 0043). Also, “the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle.” (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Twenty-Ninth Issue

Appellants argue, regarding claims 69-75, that “the fields of the current invention “the unique and are specifically indicative of the use and functionality of the claimed invention . . . thus, a rejection of the claim . . . is inappropriate unless the functional descriptive materials would have been suggested by the prior art.”

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Thirtieth Issue

Appellants argue, regarding claim 76, that "Albazz does not teach, show or suggest a contract management system for use with any type of contract, but rather specifically teaches a "system for generating a contract between a seller and a buyer".

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to

modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Thirty-First Issue

Appellants argue, regarding claim 76, that "the fields of the current invention "the unique and are specifically indicative of the use and functionality of the claimed invention . . . thus, a rejection of the claim . . . is inappropriate unless the functional descriptive materials would have been suggested by the prior art."

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he invention provides a system and method for automating the contract negotiation and preparation process and for executing contractual activities under the concluded contract." (par 0043). Also, "the invention provides a Business Rules Book, Terms and Conditions Instances, Product List Filters and Linking Contract Elements, all of which are integrated to facilitate the contract preparation and negotiation cycle." (par 0051). It would be obvious to one of ordinary skill in the art at the time the invention was made to modify Albazz to cover any type of contract, merely by choosing different contract elements, business rules, etc. Also, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Thirty-Second Issue

Appellants argue, regarding claim 76, that nothing in the cited reference teaches, suggest or discloses "wherein said invoice or payment letter is generated automatically using said stored data; and sending the invoice or payment letter".

Examiner respectfully disagrees and directs attention to Albazz, wherein, is disclosed or taught a "system and method for automating the contract negotiation and preparation cycle and for electronically facilitating subsequent contractual activities executed pursuant to the contract." (abs) And, further, in Albazz, wherein the specification provides for "invoice layout or p-card statement level". (par 0070). Here, the invoice or statement is the equivalent of a report which is generated. A common example of a report is an invoice for a mortgage. Such an invoice will reference, e.g., the amount and date of the last payment, how much of that last payment went to pay interest and how much went to pay principal, how much is currently owed on principal after the last payment, and the amount and due date of the next payment. Such an invoice is clearly a report. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

Thirty-Third Issue

Appellants argue, regarding claim 76, that nothing in the cited reference discloses, suggests or teaches a contract "which may include any type of contract and any terms and conditions whatsoever."

Examiner respectfully disagrees and directs attention to Albazz, wherein "(t)he Business Rules Book, Terms and Conditions and Product List Filters are flexible and extendible, offering selling and buying organizations considerable versatility, improving the efficiency of the contract negotiation process, and, unlike other automated contract generation systems, allowing contract revision and upgrading to be managed by an administrator rather than a computer programmer, and also allowing a business person, rather than a computer programmer, to drive business policy." (par 0019). Thus, allowing any type of contract with any type of terms to be generated according to the needs of a particular business. Additionally, *KSR* forecloses the argument that a specific teaching is required for a finding of obviousness. *KSR*, 127 S.Ct. at 1741, 83 USPQ2d at 1396.

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

Application/Control Number:
09/862,626
Art Unit: 3621

Page 30

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,



Cristina Owen Sherr

Patent Examiner, AU 3621



ANDREW J. FISCHER
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Conferees:

Vincent Millin

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TABLE 1 – Claim 12 and Albazz et al (US 2002/0042782)

Clause No.	Claim 12	<u>Albazz et al (US 2002/0042782)</u>
1	<p>"contract generation and administration method"</p> <p>"obligations"</p> <p>A contract generation and administration method comprising: drafting a contract or receiving a draft contract, said contract draft having one or more obligations;</p>	<p>"system and method for automating the contract generation and preparation process"</p> <p>"terms and conditions"</p> <p>Par 0043</p>
2	<p>"contract database"</p> <p>storing data obtained from the draft in a single contract database comprising data obtained from multiple contract documents;</p>	<p>"stored terms and conditions sets"</p> <p>"means for storing"</p> <p>(par 0026, 27)</p>
3	<p>after execution of said draft, storing data obtained from the resulting contract in said database, said data organized into fields comprising: draft contract status, contract identifier, contract type, effective date, and expiration date'- and a field comprising obligation type, status, owner or due date;</p>	<p>(par 26-28)</p>
4	<p>"reports"</p>	<p>"invoice"</p>

Clause No.	Claim 12	<u>Albazz et al (US 2002/0042782)</u>
	said database capable of generating reports based on said data, said reports obtainable through search of said fields;	Par 0098

Clause No.	Claim 13	<u>Albazz et al (US 2002/0042782)</u>
5	"selectively accessible" and said database being selectively accessible by a plurality of users; and	"lock the contract" Par 24
6	retrieving from said database a report of outstanding obligations.	Par 0026, 27